

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTR CODE		PAGE OF PAGES 1 11	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">379</div>		3. EFFECTIVE DATE <div style="text-align: center;">See Block 16C</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899				7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430 <div style="text-align: center; font-size: 2em; opacity: 0.5;">ORIGINAL</div>				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. <div style="text-align: center;">NAS10-99001</div>			
				10B. DATED (SEE ITEM 13) <div style="text-align: center;">August 21, 1998</div>			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, <input type="checkbox"/> is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alt II (APR 1984)							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p>The purpose of this modification is to definitize Change Order 366 to provide for an equitable adjustment for the decrease in KSC Security support. The performance period for this CCR (06-57) is 15 September 2006 through 30 September 2008. The contract estimated cost and fee is decreased by (\$2,364,223) in cost and (\$189,135) in fee for a total decrease of (\$2,553,358).</p> <p>This change revises Article B-3, Contract Value; Article B-4, Award Fee; Article G-2 Contract Funding, Attachment J-5, Technical Exhibit Listing and Technical Exhibits 3.1.2-01 and 3.1.2-03 as shown on the attached pages. All other terms and conditions of the contract remain unchanged.</p> <p>In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment.</p>							
Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ernest G. Tweedie Contracting Officer			
15B. CONTRACTOR/OFFEROR <i>Victoria G. Lockard</i> (Signature of person authorized to sign)		15C. DATE SIGNED <i>13 Nov 06</i>		16B. UNITED STATES OF AMERICA <i>Ernest G. Tweedie</i> (Signature of Contracting Officer)		16C. DATE SIGNED <i>15 Nov 06</i>	

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (FFP) (Sept 1998)	\$1,113,486		1,113,486
Basic Period Thru 378			
10/01/98-09/30/00	\$396,406,378	\$23,187,199	419,593,577
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	9,200,000
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY99-FY00	\$405,606,378	\$23,187,199	428,793,577
(10/01/00-09/30/01)	\$215,635,118	\$13,106,768	228,741,886
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	18,804,377
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY01	\$234,439,495	\$13,106,768	247,546,263
(10/01/01-09/30/02)	\$234,055,207	\$14,098,312	248,153,519
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	19,865,904
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY02	\$253,921,111	\$14,098,312	268,019,423
(10/01/02-09/30/03)	\$247,365,902	\$15,357,411	262,723,313
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	22,426,471
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY03	\$269,792,373	\$15,357,411	285,149,784
TOTAL BASIC PERIOD	\$1,164,872,843	\$65,749,690	1,230,622,533
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A			
(10/01/03-09/30/04)	\$244,075,599	\$15,352,803	259,428,402
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	22,135,767
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY04	\$266,211,366	\$15,352,803	281,564,169
Option 3BA			
(10/01/03-09/30/04)	\$2,322,030	\$185,762	2,507,792
Option 5BA			
(10/01/03-09/30/04)	\$321,092	\$25,687	346,779
TOTAL OPTION 1A PERIOD	\$268,854,488	\$15,564,252	284,418,740

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 378			
OPTION 1B			
(10/01/04-09/30/05)	\$278,485,639	\$17,043,409	295,529,048
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	25,895,945
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			\$0
Total FY05	\$304,381,584	\$17,043,409	321,424,993
(10/01/05-09/30/06)	\$262,875,954	\$15,530,613	278,406,567
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	29,101,654
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 379	\$99,572	\$7,966	\$107,538
Total FY06	\$292,077,180	\$15,538,579	307,615,759
Option 3BB			
10/01/04-09/30/05	\$2,391,149	\$191,292	2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	2,676,114
Total Option 3BB	\$4,869,032	\$389,523	5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	357,849
10/01/05-09/30/06	\$331,781	\$26,542	358,323
Total Option 5BB	\$663,123	\$53,049	716,172
TOTAL OPTION 1B Period	\$601,990,919	\$33,024,560	635,015,479
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$265,537,332	\$17,392,805	282,930,137
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	31,867,270
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 379	(\$1,211,031)	(\$96,878)	(1,307,909)
Total FY07	\$296,193,571	\$17,295,927	313,489,498
(10/01/07-9/30/08)	\$272,330,038	\$17,823,964	290,154,002
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	33,448,837
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 379	(\$1,252,764)	(\$100,223)	(1,352,987)
Total FY08	\$304,526,111	\$17,723,741	322,249,852

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	2,831,326
Total Option 3BC	\$5,161,408	\$412,913	5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	0
10/01/05-09/30/06	\$0	\$0	0
Total Option 4BB	\$0	\$0	0
Option 4BC			
10/01/06-09/30/07	\$0	\$0	\$0
10/01/07-09/30/08	\$0	\$0	\$0
Total Option 4BC	\$0	\$0	\$0
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	358,780
10/01/07-09/30/08	\$341,511	\$27,321	368,832
Total Option 5BC	\$673,715	\$53,897	727,612
TOTAL OPTION 1C Period	\$606,554,805	\$35,486,478	642,041,283
TOTAL CONTRACT			
VALUE SEP98-SEP08	\$2,642,273,055	\$149,824,980	\$2,792,098,035
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

ARTICLE B-4 AWARD FEE

The amount of award fee earned, if any, shall be determined in accordance with Section J, Attachment J-8, Award Fee Evaluation Plan, and other provisions of this contract as applicable. The following specifies by award fee period the amount of available award fee, the amount of earned award fee, and the award fee score.

[illegible]

ARTICLE G-2

CONTRACT FUNDING

Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:

The below table is created with the beginning values based on modification 371

<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>
Subtotal as					
of Mod 371	\$2,807,573,014	\$2,031,284,171	\$163,520,197	\$ 2,194,804,368	12/8/2006
374	\$462,548				
376		\$3,239,869	\$259,190.00	\$ 3,499,059	12/15/2006
377	\$244,132				
378	(\$13,628,301)				
379	(\$2,553,358)				

TOTAL	\$2,792,098,035	\$2,034,524,040	\$163,779,387	\$2,198,303,427	
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J5, Technical Exhibit # 3.1.2-01
Realignment of CCR 02-31 and 02-32 Security Posture for FY04 – 08

KSC Installation/Resources

The KSC realignment requirements are listed in the below KSC Requirements – Table and:

-Realigns the three static guards and reduces customer 17 requirements from the KSC Visitor Complex viewing sites, to provide more effective mobile response utilization.

-Better defines a highly trained, properly equipped Emergency Response Team (ERT) with leadership and command authority to effectively counter and neutralize a hostile threat. The ERT will be available to assemble and respond at all times. The ERT consist of five-24/7 security officer positions (on each shift) patrolling KSC. Officers will be properly equipped and will have vehicles capable of responding to all areas of KSC. Each five-member team is a unit and will train as a unit. Training will occur with a frequency that assures the unit cohesiveness necessary to effectively respond to a wide variety of emergency situations. Individual team members will be trained and certified for their unit positions and various duties. The entire response team membership will participate in two-center level training scenarios annually. Training objectives and outcomes as well as equipment requirements will be partnered with the contractor. The response team Commander will be a full time NASA requirement and a response team supervisor (exempt person at the rank of Lt) will be assigned to each shift.

-Maintains a security force large enough to provide a significant surge capability. An important consideration in maintaining a larger force is the control of overtime costs. -Ensures 24-hour security presence for Shuttle processing facilities, augment security force disciplines; provide more flexible scheduling for customer requirements and newly designated Minimum Essential Infrastructure facilities.

The FY04-08 realigned security baseline includes these requirements which are contained in Technical Exhibit 312-03.

CCSMO

KSC Requirements – Table

Security Support

Description	Requirement
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LCC Gate E	1/24/7
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SSPF	1/24/7
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River Boat Patrol	1/8/7
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Air Boat Patrol	1/24/7
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Emergency Response Team	1/85
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Commander	
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Emergency Response Team	3/8/5
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Supervisors	
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Emergency Response Team	5/24/7
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Members	
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K-9 Handlers	1/24/7
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North Area Supervisor	1/24/7
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South Area Supervisor	1/24/7
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Resource Protection/(CLS)	2/8/5
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Security Training (Mod 273)	1/8/5
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STS Support

Rollout – Terminal Countdown	Demonstration Test	(TCDT)
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Helicopter/ATV ERT support	3/8/7	
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TCDT R/B for N&S TCPs	11TCPsX2hrs	
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TCDT – Launch

Helicopter/ATV ERT support	(3/8/20) 3/(24/7)/3
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North Rover	2/(24/7)/3
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KSCVC Bus Support	4/12/1
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Special Badging	4X 6 hrs
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News Media Badging	2X13 hrs
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News Media Inspection	1/12/3
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TAL Contingency	1/3 + Travel*
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Landing KSC

Gate (4-6TT) & TCPs	10X12 hrs
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Non-Security Support

Description	Requirement	ROM \$
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Aircraft Pilot	1/8/5	
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Aircraft Mec	1/8/5	
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Logistic Escort	2/8/5	
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Helicopter O&M		40000.00
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Envir Eng-Lab Tec (RAPID Analyzer)		25000.00
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Reagents for RAPID Analyzer		5000.00
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Travel (recent RAPID Analyzer)		2000.00
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*Travel TAL		10000.00
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Bus (Press / Family evac)		40000.00
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Deleted: CD&SC

Deleted: 1/24/7

Deleted: Law Enforcement - All
Areas KSC

Deleted: 1/24/7

J5, Technical Exhibit # 3.1.2-03
Baseline Realignment Security Posture for FY04 – 08

The following FY04-08 Security Posture Baseline Realignment Table reflects Government post-9/11 requirements. The table includes the pre-9/11 and CCRs 02-22-NOTU Security Boat Operation, 02-31-Increased Shuttle Support, and 02-32-Increased Force Protection Safeguard requirements.

It continues the 2003 Cape Port Gate concept-of-operation. Port gate is secured; access to Port is through the Cape South Gate into the NOTU area. Port gate may be opened as customer call-up short-term variable requirement.

Reassignment of security personnel between posts is allowed in order to provide flexibility for overall security police force operations (e.g. surge capability and operational efficiencies). (Mod 379)

FY04-08 Security Posture Baseline - Table

KSC Security

Description	Requirement
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Law Enforcement - North	1/24/7
LC 39 Rover	1/24/7
F Gate/VAB	1/24/7
VAB Protection	1/24/7
OPF Bay 1 Gate	1/24/7
OPF Bay 3 Gate	1/24/7
OPF Protection	1/24/7
LCC Gate E	1/24/7
Facility Rover	1/24/7
Pad A Gate	1/24/7
Pad B Gate	1/24/7
Pad A Rover	1/24/7

Law Enforcement - South	1/24/7
SSPF	1/24/7

Escort Unit	1/16/5
Relief Rover	2/24/7
Gate 3	2/24/7
Gate 2	2/24/7
	2/18/1
Gate 4	2/24/7

Law Enforcement - KSCVC	1/8/7
River Boat Patrol	1/24/7
Air Boat Patrol	1/24/7
CCAFS E-25 FSA #1	1/16/5
Emergency Response Team	5/24/7
Emergency Response Team Commander	1/8/5
Emergency Response Team Supervisors	3/8/5
K-9 Handlers	1/24/7

Deleted: Pad B Rover

Deleted: 1/24/7

Deleted: CD&SC

Deleted: 1/24/7

Deleted: Law Enforcement - All
Areas KSC

Deleted: 1/24/7

North Area Supervisor	1/24/7
South Area Supervisor	1/24/7
Resource Protection/(CLS)	2/8/5
Security Training	1/8/5

Air Force (CCAFS Security)

Description	Requirement
Installation Patrols (2)	2/24/7

South Cape Response Force #1	2/24/7
Central Cape Response Force	2/24/7
XY Internal Response Force	1/24/7
South Gate	1/24/7
South Gate Asst	1/24/7

Area 59 (NPF) Internal Response Force	1/24/7
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Cape River Patrol (Airboat)	1/16/7
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South Area Supervisor	1/24/7
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Air Force

ITL SRT (2)	2/24/7
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SMAB Internal Response Force	1/24/7
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ROCC - JON 57426000 Air Force

Description	Requirement
ROCC Internal Response Force	1/24/7

EELV - Air Force

Delta IV, (SLC 37)	2/24/7
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Atlas V, VIF (SLC 41)	2/24/7
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Titan - JON 82000000 (Deleted Mod 308)

Titan - JON 81000000 (Deleted Mod 308)

Delta - JON 71000000

Description	Requirement
SLC 17 Internal Response Force	2/24/7

NOTU - JON 07200000

Description	Requirement
NOTU Rover	1/8/7
Marine Patrol	2/24/7
Supervisor	1/8/5

JOINT Security POOL

Description	Requirement
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Security Management	6/8/5
Administrative Personnel	12/8/5
Shift Ops & Scheduling Supervisors	17/8/5
Quality & Safety	1/8/5
Plans Supv.	2/8/5
Resource Protection	4/8/5
Investigations	3/8/5
Training and CATM	12/8/5
K-9 Supv & Handlers	3/8/5
Boat Ops Asst & CATM Asst.	2/8/5
Armors & Supply Asst	13/8/5
Badging & Supv	22/8/5

Deleted: 3

Deleted: 2

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